Eesti Energia
Insurance Terms and Conditions
Valid from 23.05.2018

EESTI ENERGIA INSURANCE is an insurance product developed in cooperation between Eesti Energia AS and If P&C Insurance AS for the private clients of Eesti Energia. The insurance covers the electrical appliances located at the residence of the insured person in case of damages caused by lightning, excess and under voltage. Furthermore, the cover includes electricity failure cover if the electrical installations (wires, plugs, fuses, electrical cabinets, connecting boxes etc.) are damaged in case of an insurance event.

INSURED PERSON AND INSURER
1. The insured person is a natural person and his family members who has concluded the electricity sales contract including the insurance cover with Eesti Energia AS.
2. Family members are considered to be a spouse, living partner and children who are younger than 18 years.
3. Insured persons are not considered to be persons whose electricity sales contract does not involve the insurance cover.
4. Legal entitles are not considered to be the insured persons.
5. The insurer shall be If P&C Insurance AS.

INSURANCE LOCATION
6. The insurance cover is valid for the insurance events that have occurred at the insurance location.
7. The insurance location is the following residence of the insured person, for the meter point of the consumption location of which a contract for the sale of electricity has been concluded:
   7.1. a house, semi-detached house, summer house;
   7.2. an apartment and basement storage in the sole use of the apartment owner, which is located in the same building etc.;
8. Stand-alone sheds, garages, saunas, greenhouses and other auxiliary buildings are not considered insurance locations.

ELECTRICAL APPLIANCES INSURANCE

INSURANCE OBJECT
9. The insurance cover is valid for insurance objects.
10. The insurance objects are electrical appliances located at the location of the insurance object, including but not limited to: TV-sets, computers, laptops, desk phones, washing machines, dishwashers, stoves, fridge, fire and security alarm devices, electrical heating and ventilation devices, other heating devices etc.
11. External parts of the utility system attached to the building are also an insurance object.
12. The following are not consideres insurance objects:
   11.1. wiring and cables;
   11.2. software, licences, databases;
   11.3. equipment located outside the insurance location (well pumps, fence lamps, gates etc.).

INSURANCE EVENT
12. The insurance event is the destruction of or damages to the insurance object that occurred as a result of the following circumstances:
   12.1. lightning;
   12.2. sudden and unexpected excess or under voltage, overload or short-circuit outside the insurance object;
   12.3. sudden and unexpected excess or under voltage, overload or short-circuit inside the insurance object that causes damages to another insurance object.
   The insurer does not indemnify damages to the insurance object with the fault.
   12.4. planned work of the network operator that caused excess or under voltage, overload or short-circuit.

INSURANCE INDEMNITIY

Calculating the age of the insurance object
13. The age of the insurance object is calculated from the day it was purchased as brand new.

Insurance objects that are up to 5 years old
14. In case of an insurance event, the insurer will indemnify the costs required for the repairs of the insurance object that is up to 5 years old up to the reacquisition value, but only to the maximum extent of the sum insured.
15. If repairs are not possible, the insurer will indemnify the reacquisition value of the insurance object that is up to 5 years old, but only to the maximum extent of the sum insured.
16. The reacquisition value is the acquisition cost of a brand new item of the same type and brand, with the same characteristics immediately before the occurrence of the insurance event. If such item is not available, the reacquisition value is determined based on a brand new item of a different brand that is as similar as possible.

Insurance objects that are more than 5 years old
17. In case of an insurance event, the insurer will indemnify the costs required for the repairs of the insurance object up to the market value of the insurance object, but only to the maximum extent of the sum insured.
18. If repairs are not possible, the insurer will indemnify the market value of the insurance object that is more than 5 years old, but only to the maximum extent of the sum insured.
19. The market value is the local average sales price (market price) of an insurance object immediately before the occurrence of the insurance event.
20. The insurer will not indemnify the damages to the heating pumps and heating systems that are more than 10 years old.

Sum insured and deductible
21. The sum insured (indemnity limit) is €1,500 per each insurance event.
22. The deductible in the sumo of €50 is deducted from the sum insured.
23. The insurer will indemnify the expertise costs, as well as costs necessary for transporting the destroyed or damaged insurance object.

ELECTRICAL FAILURE INSURANCE

24. The electrical failure insurance is applicable only for the services set out in Article 25 that are ordered via Eesti Energia self-service or Eesti Energia Electrical Works information telephone. Assistance ordered in any other manner is not subject to indemnification.

INSURANCE EVENT
25. An insurance event is classed as being one of the following:
25.1. damages to an electrical installation (wiring, plugs, fuses, electrical cabinets, connecting boxes) that
occurred on the 'client’s side', that requires repairs or replacement; in such case, the insurer will indemnify the cost of repairing or replacing the electrical installation and the visit of the electrician, but only to the maximum sum of €100.

25.2. damages to an electrical appliance located at the insurance location as a result of the insurance event set out in Article 12. In such case, the insurer will indemnify only the defining of the fault and costs for the electrician’s visit, but only to the maximum sum of €100.

26. The Insurer does not provide compensation in the following instances:
  26.1. improvements to and extensions of electrical installations or erecting a new electrical installation, or repairs of electrical appliances;
  26.2. costs if the insured has not taken measures for preventing repeated damages.

INSURANCE INDEMNITY
27. The sum insured (indemnity limit) is 100 euros per an insurance event.
28. In case of an insurance event, the insurer will indemnify the cost of the service set out in Article 25 to the extent of the sum insured. If the cost exceeds 100 euros, the policyholder will pay this portion himself to the service provider. There is no deductible for the electrical failure.

EXCLUSIONS
29. The following exclusions shall be applicable for all insurance events.

Event is not an insurance event
30. The insurer does not indemnify damages or destruction caused by an event that is not considered an insurance event.

Intentionally caused damages
31. The insurer does not indemnify damages or destruction caused intentionally.

Incorrect handling or use
32. The insurer does not indemnify damages or destruction caused by the incorrect installation, handling or use of the insurance object.

Defects, depreciation
33. The insurer does not indemnify damages or destruction arising from depreciation (including wear and tear, scale, corrosion etc).
34. The insurer does not indemnify damages or destruction that arise from the electrical or mechanical defects of the destroyed or damaged insurance object itself (deficient material, technology or assembly etc). This exclusion is not applicable if the defect was caused by an insurance event.
35. The insurer does not indemnify damages to or destruction of such insurance object that immediately prior to the insurance event was not in working order (the device that was already damaged was not yet repaired immediately before the insurance event etc).

Deficient fuses
36. The insurer does not indemnify damages or destruction caused or facilitated by the use of deficient or sub-standard fuses.

General exclusions
37. The insurer does not indemnify damages or destruction in any of the following cases:
  37.1. if the insurance event was caused by a nuclear weapon, nuclear energy, or radioactive activity;
  37.2. if the insurance event was caused by war or warlike situation, riot or mass disorder;
  37.3. if the insurance event was caused by strike or lock-out;
  37.4. if the damages were caused by the purchase in the public interest;
  37.5. if the policyholder or the insured was, in relation to the insurance event, responsible for committing an act that has the characteristics of an intentionally committed criminal offence or characteristics of concealing such act;
  37.6. if the policyholder or the insured person presented to the insurer incorrect information during loss adjustment;
  37.7. if another person has indemnified the loss or destruction.

Terrorism
38. Terrorism is any action that involves violence and that meets the following characteristics:
  38.1. an act that has been committed by a person or a group of persons that acts independently or in relation to an organization and
  38.2. the act is driven by the political, religious or ideological purposes, including the aim of influencing the government or cause general fear for the political, religious or ideological purposes.
39. The insurer does not indemnify damages caused by terrorism. The insurer does not indemnify damages caused by the terrorism suppression measured.

Cyber attack
40. The insurer will not indemnify damages caused directly or indirectly by illegal blocking of software or information system, hindering its work, illegal interference with its work or any other illegal use thereof.

Restrictions Arising from International Sanctions
41. All risks with which the insurance is in conflict or with which it comes into conflict in terms of restrictions, bans, or sanctions imposed by the United Nations, European Union, United Kingdom of Great Britain and Northern Ireland or the United States of America, are excluded from the insurance cover starting from the day upon which the aforementioned restrictions, bans, or sanctions become applicable to the corresponding insurance contract.

MEASURES TO BE TAKEN IN CASE OF INSURANCE EVENT
42. In case of an insurance event, the insured person will contact, if possible, Eesti Energia AS and take any reasonable measures to decrease losses and enable the insurer inspection of the location of the insurance event.
43. The insured person will submit the notice of loss together with the required documents via www.energia.ee.

SUPERVISION, THE SETTLEMENT OF DISPUTES, AND APPLICABLE LAW
44. The policyholder has the right to file a complaint against the insurer to the Financial Supervision Authority to Sakala 4, 15030 Tallinn. Any disputes related to the contract shall first and foremost be settled by way of negotiations. For pre-trial settlement of the dispute, an application can be submitted to the Insurance Conciliation Body (telephone 667 1800; e-mail leipitus@eksl.ee; postal address Mustamäe tee 46, Tallinn 10612), where the conciliation procedure is free of charge. The rules of procedure of the conciliation body are available at www.eksl.ee. A claim arising from an insurance contract must first be submitted to the insurer (via the e-office or by regular mail to Lõõtsa 8a 11415 Tallinn or by e-mail to info@if.ee). If no agreement is reached, the dispute will be settled in court according to the Estonian Code of Civil Procedure. Estonian law shall be applicable in relation to the contract.

PERSONAL DATA PROCESSING PRINCIPLES
45. Personal data processing principles of the insurer are available at www.if.ee.